

Government of UP

Industrial Development Department; Section -4

No. 1830/77-4-26/175Appeal/24

Lucknow: Dated 18.04.2026

M/s Shivalik Nursing Home Pvt. Ltd. .... Revisionist

Vs

Greater Noida Industrial Development Authority(GNIDA) .... Respondent

The instant revision petition has been filed by M/s Shivalik Nursing Home Pvt Ltd challenging the order dated 08-10-2020 (impugned order) passed by Respondent Authority & praying for recalculation of dues on the plot in question.

Briefly stated, the facts of the case are as under: The said Plot No. 40 C Sector Knowledge Park 3 Greater Noida, admeasuring 4047 sq.m. was allotted to the Revisionist on 02-06-2003. However, the plot in question was the subject matter of enquiry setup by the Government of U.P. relating to allotment irregularities and therefore no further action on the allotment letter could be taken. Subsequently, the enquiry was completed and in view of the fact that the irregularity allegations regarding allotment could not be substantiated, a check list for execution of lease deed was issued to the Revisionist on 06-05-2010. However, the Revisionist failed to take any action regarding execution of lease deed or deposition of the amount required as per the conditions of allotment.

In view of the non-payment of dues, after serving multiple notices and also being accorded a personal hearing by the Chief Executive Officer, the Respondent Authority came to a conclusion that the Revisionist was not forthcoming in terms of discharge of their financial obligations and that they are not serious regarding the plot in question. In view of the said determination one final opportunity to submit the balance dues was granted, with the explicit provision that in case of default the allotment would be cancelled.

Heard Mr Kartikey Dubey, advocate on behalf of Revisionist, who is present in person. Ms Prerna Singh, ACEO, GNIDA on behalf of Respondent Authority is present through VC.

The main ground that has been agitated by the Revisionist is the non-consideration by the Authority of his representations regarding settlement of

zero period. Firstly, during the period between 2003 & 2008 which was on account of pendency of State Government enquiry for which the Revisionist could not be held at fault; secondly, on account of the fact that the allocation letter, letter for execution of lease deed & other demand notices were sent to the wrong address again for which the Revisionist cannot be held responsible. Thirdly, that the increase in cost of the plot on account of interest burden as well as imposition of additional compensation.

On the other hand the Respondent Authority contends that all the correspondence including allotment, checklist notice for execution of lease deed & notice for default have been sent on the address registered in the Authority documents namely 331, Ground Floor, Sector-15A Noida, Gautam budh Nagar and therefore the change in address contention on behalf of the Revisionist is merely a smoke screen to obtain relief in the instant revision petition. In respect of the zero-period request between 2003 & 2010 is concerned, that as per the extant policy of the Respondent Authority, the delay in issuance of allotment letter was compensated for by allowing free time extension for completion of the project.

Moreover, it has been submitted that the Respondent Authority was in position to execute the lease deed from 21-02-2005 when the lease plan was obtained. As such, this particular case is not covered under the zero-period policy of the Respondent Authority.

I am broadly in agreement with the contention of Respondent Authority that in this case the default/obligation is mostly on part of the Revisionist rather than on the Respondent Authority. The Respondent Authority had been issuing multiple notices to the Revisionist and there was no attempt on part of the Revisionist to pay up the dues or to take steps for execution of lease deed. I do not agree to the contention that the relief be granted to the Revisionist only on account of the change of address which is also contested by Respondent Authority. Even if we are to believe that some of the correspondences of the Authority did not reach the Revisionist, it seems completely unnatural to me that the Revisionist was not find out as to the status of the Plot that they have purchased for setting up a hospital. The total amount of interest between the period 03-07-2003 to 20-03-2008 is a mere Rs 237870 whereas the dues that had piled up on the Revisionist is Rs 6.88cr for land premium, Rs 32.32 crores for additional compensation and Rs 1.71 crores for delay in execution of lease deed. The disputed amount is so paltry in comparison to the financial default on the part of the Revisionist that the balance of convenience lies in the favour of the Respondent Authority.

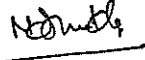
Moreover, it is a settled legal principle that any policy - in this specific instance, the Zero Period Policy – cannot be applied with retrospective effect. The contention on behalf of the Revisionist that he did not execute the lease deed in anticipation of the promulgation of Zero Period Policy cannot be sustained.

Lastly, it would not be out of place to note that the CEO of the Respondent Authority had accorded a personal hearing to the Revisionist and also granted them time to deposit the balance amount even after that the Revisionist did not chose to avail of the opportunity to deposit the requisite dues or proceed towards execution of lease deed. It appears to me that the proceeding is merely an attempt on part of the Revisionist to delay the inevitable. There is no merit in the contention of the Revisionist. Revision dismissed accordingly.

Sd/  
(Alok Kumar)  
Additional Chief Secretary

Letter No. 1830/77-4-26/175 Appeal/24 Dated:as above

1. Chief Executive Officer, GNIDA
2. M/s Shivalik Nursing Homes Pvt. Ltd.
3. Director I.T. Invest U.P. – to upload it on the department’s website.
4. Guard file

By Order  
  
(Nirmesh Kumar Shukla)  
Joint Secretary

